

**COOPERATIVE AGREEMENT
BETWEEN
U.S. ARMY ALASKA
AND THE
ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF AGRICULTURE
PLANT MATERIALS CENTER**

1. PURPOSE: A Cooperative Agreement between U.S. Army Alaska (USARAK) and the State of Alaska, Department of Natural Resources, Division of Agriculture, Plant Materials Center (PMC), is entered into for the purpose of enhancing, rehabilitating, and maintaining USARAK training lands at levels that will ensure their continued long-term use and effectiveness.

2. GOAL: To provide healthy and resilient environments that will continue to serve as high quality settings for military training.

3. OBJECTIVES:

- (a) Prevent or mitigate soil erosion
- (b) Improve water quality and increase long and short term effectiveness of said land's use for military training purposes
- (c) Provide cover and concealment
- (d) Maintain natural biodiversity
- (e) Protect integrity of existing ecosystems

4. AUTHORITY: This agreement is entered into under the authority of 16 USC 670a thru f and 10 USC 2668 thru 2671, within the purview of Public Law 91-190, National Environmental Policy Act, 42 USC 4321, 4331, thru 4335, and 4341 thru 4347, the Sikes Act, Public Law 74-46, (16 U.S.C. 590 a.f.), Army regulation (AR) 200-3, AR 37-27, AR 200-1, CFR 265, and under the principle of multiple-use sustained-yield as explained in Public Law 86-517 (16 USC 528 thru 531).

5. RESPONSIBILITIES:

USARAK is responsible for restoring, conserving, and protecting the natural resources including vegetation and habitats on all Army administered lands in Alaska. This is being accomplished through the Army's Integrated Training Area Management (ITAM) program, and to a large part through the Land Rehabilitation and Maintenance (LRAM) portion of the ITAM program.

The PMC in carrying out its assigned responsibilities under applicable legislation, desiring to test and evaluate plant materials used in the rehabilitation of applicable lands and streams, has limited resources to achieve the desired purposes.

USARAK has similar responsibilities and desires, but does not have all the technical expertise and equipment needed for achieving desired results.

It is the mutual desire of USARAK and the PMC to share resources to carry out their responsibilities to provide for the maintenance and improvement of vegetative resources on U.S. Army lands for the best interest of the people of Alaska and the United States. USARAK is willing to reimburse the PMC for providing material, equipment and technical assistance to accomplish this dual mission.

Therefore, it is mutually agreed as follows:

a. USARAK agrees:

(1) To provide project development criteria for these activities. In addition, USARAK will provide technical assistance where available and a general guideline of achievements necessary to carry out and complete the purpose of this agreement.

(2) To develop a scope of work for each project to be accomplished under this MOA.

(3) To issue a delivery order obligating funds to accomplish the work agreed upon and at the agreed upon price.

(4) To budget for the work project agreed upon.

(5) To reimburse the PMC for any supplies, equipment and personnel service costs (including salary, benefits, and leave accrual) and overhead cost (not to exceed 20 percent) associated with PMC personnel working under this agreement.

(6) To reimburse the PMC upon receipt of quarterly billing, 100 percent of all costs incurred. Maximum reimbursement will not exceed \$250,000 in one (1) year.

b. The PMC agrees:

(1) To provide technical assistance through employees or qualified agents who have the expertise necessary to carry out the purpose of this agreement. The assistance will include, but is not specifically limited to: (a) evaluation of growth rates and survival of selected herbaceous species for use as ground cover and for their soil erosion control characteristics; (b) development of propagation techniques that are necessary for production of selected vegetation types; (c) assessment and evaluation of plants to be used for visual concealment and mitigation properties; (d) development of erosion control structures; (e) layout, design, specification preparation and check-out of conservation practices; (f) provide the necessary engineering technical services to ensure that the reclamation/erosion control work being conducted by both USARAK and/or the PMC is being executed as required to prevent soil erosion and verify the long-term effectiveness of this portion of the LRAM program; (g) develop

and publish installation specific revegetation and reclamation manuals; (h) develop self-help programs on Army installations in order to carry out construction activities; (i) develop training programs designed to train Army personnel in vegetation enhancement and/or control and stewardship of training lands; and (j) collect and increase native seed for commercial production and use on USARAK lands.

(2) To provide the use of necessary equipment and facilities the PMC has on hand, at no cost to USARAK, as needed to conduct the work projects associated with the agreement.

(3) To purchase additional equipment and materials that are required to carry out the purpose of the agreement. The equipment purchased under this agreement will be used jointly by PMC and USARAK personnel to complete the objectives of this agreement. USARAK will reimburse the PMC for the purchase price of additional equipment and materials necessary for project completion. All tools and equipment, but not supplies, purchased under this agreement exceeding \$50 per item will revert to USARAK upon termination of this agreement.

(4) To bill USARAK quarterly for costs as provided under the terms of this agreement. Billing statements should be addressed to:

Directorate of Public Works
730 Quartermaster Road
ATTN: APVR-RPW
Fort Richardson, Alaska 99505-6500

c. Both parties agree:

(1) To assign a principal to execute this agreement and that a meeting between the assigned principals shall take place at least twice a year. The first meeting shall be no later than March 15 of each year to determine the project priorities and funding required for the next fiscal year. The second meeting shall occur no later than October 15 of each year to finalize project goals and funding for that fiscal year. Other meetings will be held as requested by either party. It is understood by both parties that available funding is not guaranteed and that no work can be started until funding has been sent. An annual operating plan will be submitted to the Chief of Environmental Resources Department and to the PMC not later than March 30 of each year for funding during the next fiscal year.

(2) That USARAK will have ultimate authority to prioritize and determine what projects will be completed.

(3) To provide the opportunity for personnel from the cooperating agency to attend applicable training sessions, meetings, and conferences on a space available basis.

(4) No member of, or delegate to Congress shall be admitted to any share of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

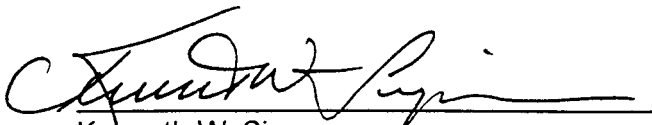
(5) The Comptroller General of the United States or his duly appointed representative and accredited representatives of the Alaska Department of Natural Resources or cognizant audit agency shall, until the expiration of this agreement, have access to all directly pertinent books, documents, papers, and records relating to USARAK's and the PMC's engagement in the performance of duties or involving any transactions relative to this agreement.

(6) Publication rights in academic journals and/or technical reports shall be jointly authored between PMC and USARAK personnel or singly by permission of the other cooperator. The intent is that the knowledge learned be shared with others to assist in research and applied applications of procedures developed during this project.

(7) The program or activities conducted under this agreement or memorandum of understanding will be in compliance with the nondiscrimination provision contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

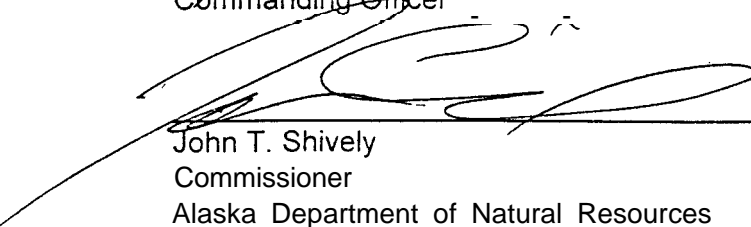
(8) Although funds are not available beyond FY1997, it is the expectation of the parties that all obligations of USARAK under this agreement will be fully funded. Any requirement for the payment or obligation of funds by USARAK under the terms of this agreement shall be subject to the availability of funds. No provision herein shall be interpreted to require obligation of payment of funds in violation of any statute.

6. EFFECTIVE DATE: It is anticipated that this agreement is intended to be in effect for a minimum of five (5) years. This agreement shall become effective as of the date of the last signature hereon and will remain in effect until September 30, 2001. It may be renewed thereafter for additional terms of five (5) years by an exchange of correspondence. This agreement may be amended by mutual agreement of the parties in writing. It may be terminated by either party upon sixty (60) days written notice to the other party.


Kenneth W. Simpson
Major General, U.S. Army
Commanding Officer

31 March 1997

Date


John T. Shively
Commissioner
Alaska Department of Natural Resources

4/5/97

Date